Amendment 92

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 92 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19TH day of NOVEMBER , 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")

2. King County ("King County")

3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")

4. Pierce County Public Transportation Benefit Area ("Pierce Transit")

5. Snohomish County Public Transportation Benefit Area ("Community Transit")

6. City of Everett ("Everett")

7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A.   Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B.   The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to perform the work necessary to restrict the number of consecutive failed attempts to enter a card verification number (CVN) into the Cardholder Website for any single card to a configurable number of attempts in a 24-hour period. This work is performed per RFI ERG 429 *Online Card Registration Security Breach.*

C.   The parties agree that the work necessary to restrict the number of consecutive failed attempts to enter a card verification number (CVN) into the Cardholder Website for any single card to a configurable number of attempts in a 24-hour period be performed and compensated as described below.

Section 1.0 Description of Work

1.1   Upon the fifth consecutive CVN/CSN match failure in any 24 hour period (midnight to midnight), all CVN functionality will be locked for that CSN for a further 24 hours unless manually unlocked via the Call Center website. The total count is across both the Cardholder and Call Center websites.

1.2   The system will automatically reset the CVN block after the 24 hour period has elapsed.

1.3   When the 5th failure is reached in the 24 hour period, the following message will be displayed:

The Card Serial Number and Card Verification Number do not match. No further card verification attempts can be made for 24 hours.

1.4   While the CVN is locked, the system will perform no further validation of the CSN/CVN match. Even if the correct CVN is used, the system will provide no indication of a successful match to the cardholder. Any subsequent attempts will receive the following error:

Card verification on this card has been locked. No further card verification attempts can be made in a 24 hour period.

1.5   While a CVN is locked, all cardholder functions will remain visible and can be selected but any attempt at matching a CSN and CVN while the CVN is locked will produce the above error. All CVN functions will be locked, regardless of whether they are attempted at the Cardholder or Call Center websites. Affected Cardholder functions on the Cardholder Website include:
- Create an ORCA Login
- Forgotten Username/Password
- Register a Card

1.6   The cardholder can use other cards without being affected (e.g. a cardholder could use one of their other cards to complete the Forgot password function).

1.7   On the Call Center website, Card Details page will be updated to highlight that the CVN is locked and display the time it was locked.

1.8   A CVN unlock function will be added to the Call Center website. This link will be within a call on the Card Details page after the card status. The Cardholder does not need to be registered for the CSR to access this function. This function will require the CSR to enter the valid CSN and CVN for the relevant card (Back and Unlock buttons will be displayed). Upon successful match, the CVN will be unlocked. Card and CVN functions will be available immediately upon unlock on both Call Center and Cardholder Websites.

1.9   A new Call Reason Code will be added to the Call Center Website Support Occurrence pages, "Unlock Card Verification" to record incidences of CSN/CVN unlocking, where the Cardholder/User contacts the Call Center.

1.10   The Contractor will update all required system documentation, including:
   (a)   SEA-01539 ORCA Call Center Website Functional Specification
   (b)   SEA-01160 Call Center Customer Service Operations – Presentation
   (c)   SEA-01161 Call Center Customer Service Operations – Instructor Guide
   (d)   SEA-01160 Call Center Customer Service Operations – Student Workbook
   (e)   SEA-00363 Call Center Customer Service Operations – Operations Manual
   (f)   SEA-01438 ORCA Cardholder Website Functional Specification
   (g)   SEA-00100 System Security Plan (CDRL 31)
   (h)   SEA-04336 Cardholder Website Quick Reference Guide

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

Amendment No. 92

	LUMP SUM COST
To perform the work necessary to restrict the number of consecutive failed attempts to enter a card verification number (CVN) into the Cardholder Website for any single card to a configurable number of attempts in a 24-hour period.	
Labor Costs	$14,752
Production Costs Training Materials - CDs	$18
TOTAL	$14,770

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Ninety-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

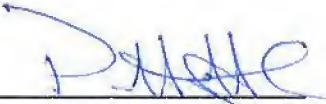By: _____
Its: _____

Date: _____

The Agencies

By: *Candace Carlson*
Their: *ORCA Operations Manager*
On behalf of the Agencies
Date: *November 19, 2010*

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

_____
Elaine Aulgur

_____11/18/10_____
Date

In the presence of:

_____
Witness Signature

_____11/18/10_____
Date

Witness name: _____PATTY HAZARD_____